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IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE DISTRICT OF ARIZONA

THE UNITED STATES OF AMERICA for the
use of FOXWORTH-GALBRAITH LUMBER
COMPANY, a Delaware corporation,

Plaintiff,

vs.

SHANNON CONSTRUCTION, LLC, an
Arizona limited liability company; FINANCIAL
PACIFIC INSURANCE COMPANY, a
California insurance company,

Defendants.

Case No.: CV-09-8111-PCT-ECV

**MOTION FOR ENTRY OF
JUDGMENT BY DEFAULT
WITHOUT HEARING**

(Assigned to the Honorable
Edward C. Voss)

Plaintiff, Foxworth-Galbraith Lumber Company ("F-G"), by and through undersigned counsel, and pursuant to Fed.R.Civ.P. 55(b), respectfully requests that judgment by default be entered in its favor and against Defendants SHANNON CONSTRUCTION, LLC, an Arizona limited liability company ("Shannon Construction"), and FINANCIAL PACIFIC INSURANCE COMPANY, a California insurance company ("Financial Pacific"), for the reasons more fully stated below.

1 On or about June 26, 2009, F-G filed its verified Complaint against Defendants Shannon
2 Construction and Financial Pacific, among others. Shannon Construction was served with a
3 copy of the Summons and Complaint on August 26, 2009. Financial Pacific was deemed served
4 with a copy of the Summons and Complaint on September 8, 2009. The time for Answering the
5 Complaint has now passed. Shannon Construction and Financial Pacific have failed to plead or
6 otherwise defend the Complaint.

7 As stated in its verified Complaint, Shannon Construction failed to pay for materials and
8 supplies purchased on credit from F-G, in breach of its Agreement, pursuant to **Exhibit A** to the
9 verified Complaint. In its Complaint, F-G seeks judgment for a sum certain, which is supported
10 by the Sum Certain Declaration attached hereto as **Exhibit 1**. Therefore, judgment may be
11 entered by the Court upon motion, pursuant to Rule 55(b)(1), Arizona Rules of Civil Procedure.
12 Attorneys' fees are awarded in this case pursuant to contract, as evidenced by **Exhibit A** to the
13 Complaint.

14 Based on the foregoing, F-G respectfully requests this Court to grant judgment in its
15 favor and against Shannon Construction and against Bond No. C905186 issued by Financial
16 Pacific up to the penal sum of the bond] in the principal sum of Ten Thousand Eight Hundred
17 Fifty-Six and 43/100 Dollars (\$10,856.43), plus interest thereon at the rate of eighteen percent
18 (18%) per annum from July 31, 2010, until paid in full, plus attorneys' fees in the sum of
19 \$2,203.00, plus court costs in the sum of \$457.80, supported by the Affidavit of Attorneys' Fees
20 and Statement of Costs attached hereto as **Exhibit 2**.

21 RESPECTFULLY SUBMITTED this 30th day of July, 2010.

22 JACKSON WHITE, P.C.
23

24 By: /s/ Scott L. Potter
25 Scott L. Potter
26 40 N. Center St., Suite 200
27 Mesa, AZ 85201
28 *Attorneys for Plaintiff*

1 ORIGINAL electronically filed
2 with the Clerk of the Court this
3 30th day of July, 2010, and copies
4 mailed this same date to:

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6 Thomas Schern Richardson PLLC
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16 By: /s/ Lori Harpel